

# EXHIBIT A

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**UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**

ENTROPIC COMMUNICATIONS, LLC,  
  
Plaintiff,  
  
v.  
  
COX COMMUNICATIONS, INC., *et al.*,  
  
Defendants.

Case No. 2:23-cv-1049-JWH-KES  
(Lead Case)  
Case No. 2:23-cv-1050-JWH-KES  
(Related Case)

**SUPPLEMENT TO SECOND  
AMENDED COMPLAINT  
AGAINST COMCAST**

ENTROPIC COMMUNICATIONS, LLC,  
  
Plaintiff,  
  
v.  
  
COMCAST CORPORATION, *et al.*,  
  
Defendants.

**DEMAND FOR JURY TRIAL**

1 Plaintiff, Entropic Communications, LLC (“Entropic”) submits this supplement  
2 to its complaint for patent infringement against Comcast Corporation (“Comcast  
3 Corp.”); Comcast Cable Communications, LLC (“Comcast Communications”); and  
4 Comcast Cable Communications Management, LLC (“Comcast Management”)  
5 (collectively “Comcast”). Plaintiff’s Second Amended Complaint for Patent  
6 Infringement Against Comcast (1049 DE 128) is incorporated by reference.

7 **COMCAST’S POST-SUIT WILLFUL INFRINGEMENT OF THE**  
8 **ASSERTED PATENTS**

9 **D. Comcast has willfully infringed each of the Asserted Patents through its**  
10 **post-suit conduct.<sup>1</sup>**

11 163. Despite having knowledge of its infringement of the Asserted Patents by  
12 virtue of Entropic’s original Complaint, its First Amended Complaint, and its  
13 infringement contentions, Comcast continues to make, use, sell, or offer for sale the  
14 Accused Products. Thus, Comcast continues to willfully infringe the Asserted Patents.

15 164. Further, on December 1, 2023, MaxLinear, Inc. filed a Counterclaim  
16 against Comcast in the Southern District of New York (“SDNY”) containing detailed  
17 allegations of Comcast’s misappropriation of MaxLinear’s trade secrets. These  
18 allegations shed further light on Comcast’s willful infringement of the Patents-in-Suit.

19 165. Even if Comcast had not willfully infringed the Asserted Patents,  
20 MaxLinear, Inc. provided notice of termination of the VSA by way of letter to Comcast  
21 on May 18, 2023, and the VSA is therefore no longer in effect.

22  
23  
24 <sup>1</sup> Entropic has filed a motion for leave to supplement its complaint with the allegations  
25 contained in Section E herein contemporaneously with the Second Amended  
26 Complaint. This motion requests leave to include allegations of events that occurred  
27 after the filing of the original complaint, and it includes a redlined copy of the proposed  
28 supplemental pleading to Entropic’s First Amended Complaint, consistent with this  
Court’s Standing Order.

1                   **1. Original Complaint**

2           166. Before the filing of the Second Amended Complaint, on February 16,  
3 2023, Comcast accepted service of Entropic's original Complaint alleging infringement  
4 of the same Asserted Patents. *See* DE 1. Entropic hereby incorporates its original  
5 Complaint into the Second Amended Complaint and this supplement by reference.

6           167. Entropic's original Complaint specifically described the infringing nature  
7 of the Accused Products, which are the same as those described herein. Further, the  
8 original complaint set forth detailed allegations of how each of the Asserted Patents was  
9 infringed by one of or more of the Accused Products.

10          168. Comcast thereafter analyzed Entropic's allegations of infringement and  
11 has indeed engaged in substantive discussions with Entropic related to Entropic's  
12 infringement allegations.

13          169. Indeed, after Entropic's Complaint was filed, on information and belief,  
14 Comcast again sought indemnification from its suppliers for Entropic's claims.

15          170. Thus, Comcast was on notice of the basis for Entropic's infringement  
16 claims and sought protection for those claims from its suppliers. On information and  
17 belief, Comcast could not have stated grounds for indemnification by specific suppliers  
18 unless it had knowledge of the basis for Entropic's infringement claims, as well as the  
19 specific products that were being accused.

20          171. Thus, Comcast has been aware that it infringed Asserted Patents since the  
21 service of Entropic's original Complaint, on February 16, 2023.

22                   **2. First Amended Complaint**

23          172. Before the filing of the Second Amended Complaint, on June 5, 2023,  
24 Comcast was served with Entropic's First Amended Complaint alleging infringement  
25 of the same Asserted Patents. *See* DE 63. Entropic hereby incorporates its First  
26 Amended Complaint into the Second Amended Complaint and this supplement by  
27 reference.

1 173. Even more so than its original Complaint, Entropic's First Amended  
2 Complaint set forth specific allegations of Comcast's infringement of each of the  
3 Asserted Patents. Entropic included reference to particular patents that Comcast  
4 willfully infringed based on its use of particular technology.

5 174. Comcast thereafter analyzed Entropic's allegations of infringement and  
6 has indeed engaged in substantive discussions with Entropic related to Entropic's  
7 infringement allegations.

8 175. Thus, Comcast has been aware that it infringed Asserted Patents since the  
9 service of Entropic's original Complaint, on June 5, 2023.

10 **3. Entropic's Infringement Contentions**

11 176. Further, Entropic's infringement contentions, served on September 15,  
12 2023, provided Comcast with additional notice of infringement. Entropic hereby  
13 incorporates its infringement contentions into the Second Amended Complaint and this  
14 supplement by reference.

15 177. Entropic's infringement contentions set forth Entropic's infringement  
16 positions in detail, and they include charts setting forth how each Accused Product  
17 specifically infringed each Asserted Patent.

18 178. In particular, Entropic identified how Comcast's development and use of  
19 a PMA system that generates and transacts D3.1 downstream (DS) profiles infringes  
20 upon Entropic's '682 Patent.

21 179. Comcast thereafter analyzed the infringement contentions and has engaged  
22 in thorough discussions with Entropic regarding the substance of these contentions.

23 180. Thus, Comcast has been aware that it infringed Asserted Patents since at  
24 least September 15, 2023.

25 181. To date, Comcast has continued its wrongful and willful use of the Patents-  
26 in-Suit, and has further continued its attempts to shield itself from liability for its  
27 wrongful use thereof.

1 182. Comcast's continued sale of the Accused Products despite its knowledge  
2 of the infringement set forth in Entropic's original Complaint, Second Amended  
3 Complaint, and Entropic's infringement contentions demonstrates its intent to willfully  
4 infringe the Asserted Patents.

5 **4. MaxLinear's SDNY Counterclaim**

6 183. On December 1, 2023, MaxLinear, Inc. filed a Counterclaim against  
7 Comcast, alleging that Comcast breached the nondisclosure agreement (the "NDA") it  
8 entered into with MaxLinear, Inc. and misappropriated MaxLinear, Inc.'s trade secrets.  
9 *See Comcast Cable Communications Management, LLC, et al. v. MaxLinear, Inc.*, Case  
10 No. 1:23-cv-04436-AKH, DE 88 (S.D.N.Y. Dec. 1, 2023). This Counterclaim is hereby  
11 incorporated into the Second Amended Complaint and this supplement by reference.

12 184. In its Counterclaim, MaxLinear, Inc. alleges that Comcast intentionally,  
13 and in violation of the NDA, capitalized off of MaxLinear's breakthrough FDX  
14 technology by first convincing MaxLinear to disclose that technology to Comcast, and  
15 then by taking credit for technology and divulging the information it learned to  
16 MaxLinear's competitor.

17 185. Specifically, Comcast knowingly published aspects of MaxLinear's FDX  
18 amplifier design as its own through its employee, Richard Prodan; disclosed the  
19 amplifier design to MaxLinear's competitor; and paid the competitor to create a  
20 functionally identical amplifier for Comcast.

21 186. MaxLinear goes on to allege that, while Comcast has previously hid behind  
22 Section 7.3 of the VSA—an agreement which Comcast itself drafted—Comcast's  
23 knowing misappropriation of MaxLinear's FDX-amplifier trade secret technology has  
24 rendered this provision irrelevant.

25 **5. Termination of the VSA**

26 187. The VSA's Term expires on July 31, 2026. However, the VSA permits  
27 MaxLinear, Inc. to terminate prior to July 31, 2026, at any time, with 90 days' notice.  
28

1 188. Upon information and belief, MaxLinear, Inc. sent notice to Comcast of  
2 termination of the VSA by way of letter on or about May 18, 2023.

3 189. Thus, the VSA has been terminated since no later than August 16, 2023.  
4 The VSA is therefore no longer in effect.

5 **COUNT I**

6 **(Infringement of the '775 Patent)**

7 221. As set forth in the infringement contentions served on Comcast on  
8 September 15, 2023, Comcast has directly infringed and is infringing at least Claims 18  
9 and 19 of the '775 Patent by using, importing, selling, and/or offering for sale the  
10 Accused Cable Modem Products and/or the Accused Services.

11 227. Comcast has known of or has been willfully blind to the '775 Patent since  
12 before, and no later than the date of, its acceptance of service of the original Complaint  
13 in this action on February 16, 2023.

14 228. Comcast has known of or has been willfully blind to the '775 Patent since  
15 before, and no later than the date of, its acceptance of service of the First Amended  
16 Complaint in this action on June 5, 2023.

17 229. Comcast has known of or has been willfully blind to the '775 Patent since  
18 before, and no later than the date of, its acceptance of service of Entropic's infringement  
19 contentions on September 15, 2023.

20 **COUNT II**

21 **(Infringement of the '690 Patent)**

22 252. As set forth in the infringement contentions served on Comcast on  
23 September 15, 2023, Comcast has directly infringed and is infringing at least Claims 7  
24 and 8 of the '690 Patent by using, importing, selling, and/or offering for sale the  
25 Accused Cable Modem Products and/or the Accused Services.

26 258. Comcast has known of or has been willfully blind to the '690 Patent since  
27 before, and no later than the date of, its acceptance of service of the original Complaint  
28 in this action on February 16, 2023.





316. Comcast has known of or has been willfully blind to the '362 Patent since before, and no later than the date of, its acceptance of service of the original Complaint in this action on February 16, 2023.

317. Comcast has known of or has been willfully blind to the '362 Patent since before, and no later than the date of, its acceptance of service of the First Amended Complaint in this action on June 5, 2023.

318. Comcast has known of or has been willfully blind to the '362 Patent since before, and no later than the date of, its acceptance of service of Entropic's infringement contentions on September 15, 2023.

## COUNT V

### (Infringement of the '826 Patent)

340. As set forth in the infringement contentions served on Comcast on September 15, 2023, Comcast has directly infringed and is infringing at least Claims 1-4, 6, 8, and 9 of the '826 Patent by using, importing, selling, and/or offering for sale the Accused Cable Modem Products, Accused Set Top Products and/or the Accused Services.

345. Comcast has known of or has been willfully blind to the '826 Patent since before, and no later than the date of, its acceptance of service of the original Complaint in this action on February 16, 2023.

346. Comcast has known of or has been willfully blind to the '826 Patent since before, and no later than the date of, its acceptance of service of the First Amended Complaint in this action on June 5, 2023.

347. Comcast has known of or has been willfully blind to the '826 Patent since before, and no later than the date of, its acceptance of service of Entropic's infringement contentions on September 15, 2023.

**COUNT VI**

**(Infringement of the '682 Patent)**

369. As set forth in the infringement contentions served on Comcast on September 15, 2023, Comcast has directly infringed and is infringing at least Claims 1-5 and 9 of the '682 Patent by using, importing, selling, and/or offering for sale the Accused Services.

376. Comcast has known of or has been willfully blind to the '682 Patent since before, and no later than the date of, its acceptance of service of the original Complaint in this action on February 16, 2023.

377. Comcast has known of or has been willfully blind to the '682 Patent since before, and no later than the date of, its acceptance of service of the First Amended Complaint in this action on June 5, 2023.

378. Comcast has known of or has been willfully blind to the '682 Patent since before, and no later than the date of, its acceptance of service of Entropic's infringement contentions on September 15, 2023.

**COUNT VII**

**(Infringement of the '866 Patent)**

396. As set forth in the infringement contentions served on Comcast on September 15, 2023, Comcast has directly infringed and is infringing at least Claims 27, 28, 33, 36, 37, 41, 42, 47, 50, and 51 of the '866 Patent by using, importing, selling, and/or offering for sale the Accused Set Top Products and/or the Accused Services.

401. Comcast has known of or has been willfully blind to the '866 Patent since before, and no later than the date of, its acceptance of service of the original Complaint in this action on February 16, 2023.

402. Comcast has known of or has been willfully blind to the '866 Patent since before, and no later than the date of, its acceptance of service of the First Amended Complaint in this action on June 5, 2023.

1 403. Comcast has known of or has been willfully blind to the '866 Patent since  
2 before, and no later than the date of, its acceptance of service of Entropic's infringement  
3 contentions on September 15, 2023.

4 **COUNT VIII**

5 **(Infringement of the '206 Patent)**

6 425. As set forth in the infringement contentions served on Comcast on  
7 September 15, 2023, Comcast has directly infringed and is infringing at least Claims  
8 13, 14, 19, 21, 23, 25, 26, 31, 34, 35, 38, 39, 44, 47, and 48 of the '206 Patent by using,  
9 selling, and/or offering for sale the Accused Services through the Accused Cable  
10 Modem Products and Accused Set Top Products.

11 434. Comcast has known of or has been willfully blind to the '206 Patent since  
12 before, and no later than the date of, its acceptance of service of the original Complaint  
13 in this action on February 16, 2023.

14 435. Comcast has known of or has been willfully blind to the '206 Patent since  
15 before, and no later than the date of, its acceptance of service of the First Amended  
16 Complaint in this action on June 5, 2023.

17 436. Comcast has known of or has been willfully blind to the '206 Patent since  
18 before, and no later than the date of, its acceptance of service of Entropic's infringement  
19 contentions on September 15, 2023.

20 **COUNT IX**

21 **(Infringement of the '275 Patent)**

22 450. As set forth in the infringement contentions served on Comcast on  
23 November 3, 2023, Comcast has directly infringed and is infringing at least Claims 1,  
24 2, 5, 7, 8, 10-12, 15, 17, 18, and 20 of the '275 Patent by using, selling, and/or offering  
25 for sale the Accused Services through the Accused Set Top Products.

26 458. Comcast has known of or has been willfully blind to the '275 Patent since  
27 before, and no later than the date of, its acceptance of service of Entropic's infringement  
28 contentions on November 3, 2023.

**COUNT X**

**(Infringement of the '438 Patent)**

475. As set forth in the infringement contentions served on Comcast on November 3, 2023, Comcast has directly infringed and is infringing at least Claims 1-5 and 9 of the '438 Patent, by using, importing, selling, and/or offering for sale the Accused Services.

480. Comcast has known of or has been willfully blind to the '438 Patent since before, and no later than the date of, its acceptance of service of Entropic's infringement contentions on November 3, 2023.

Dated: December 8, 2023

Respectfully submitted,

By: /s/ Christina Goodrich

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